IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 61 OF 2006

ANUSUYA BUILDERS AND ANR., ...Petitioners

Versus

THE NORTH GOA ZILLA PANCHAYAT AND 2 ORS., ...Respondents

Mr. P.A. Kholkar, Advocate for the Petitioners.
Mr. J.E. Coelho Pereira, Sr. Advocate with Mr. V. Braganza, Advocate for Respondent No.1.
Mr. S.S. Kantak, AG with Ms. G. Bhonsule, Aga For R-2

Coram:- A. P. LAVANDE &
N. A. BRITTO, JJ.

Date:- 21st March, 2006

P.C.:

Heard Shri Kholkar, the learned counsel on behalf of the petitioners and Shri Coelho Pereira, the learned Senior Counsel on behalf of the Respondent No.1.

2. The respondent No.1 had invited tenders for the construction of a road at Bhattim Vada at Ibrampur in Pernem Taluka. The said tenders were opened on 9.12.05 in the presence of all the tenderers. There is no dispute that the Respondent No.3 had submitted a tender in the sum of Rs.3,86,732.8, while the petitioner had submitted the tender for the sum of Rs.4,55,3304.55. There was another tenderer who had submitted his tender for Rs.4,67,203.85. It appears that the respondent No.3 in column no.3 of the tender document wrote the figure 'Rs.4500.00' in lieu of Rs.45/-, that being the rate in respect of 47 sq.mts. of plastering. To repeat, the respondent No.3 had given his tender for the works to be completed at Rs.3,86,732.80. It appears that subsequently on or about 23.12.05 the respondent No.3 was called to clarify the said mistake and

after clarification was given, the tender was awarded to the respondent No.3, respondent No.3 having been the lowest tenderer.

3. Shri Kholkar, the learned counsel on behalf of the petitioners, has brought to our notice Clause 18.3.15.4.3 of the CPWD Works Manual which provides that when the rate quoted by the contractor in figures and words, tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

4. On the other hand, Shri Coelho Pereira, the learned Senior Counsel on behalf of the Respondent No.1, has brought to our notice another clause of the same Manual namely clause No.18.3.14.2 which states that care should be taken in preparing and scrutinising comparative statements of tenders to guard against arithmetical and other mistakes. Failure to do this may result in work being awarded to a contractor who is not the lowest acceptable tenderer, a contingency which must be guarded against.

5. Shri Coelho Pereira, the learned Senior Counsel has placed for our perusal the relevant documents including the comparative statements prepared by the respondent No.1. We are satisfied that the respondent No.3 being the lowest tenderer, has been awarded the tender and being so, there is no case made out for interference under review jurisdiction of this Court.

6. Consequently the petition is hereby dismissed.

A. P. LAVANDE, J.

N. A. BRITTO, J.

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